



**FOR YOUTH DEVELOPMENT®  
FOR HEALTHY LIVING  
FOR SOCIAL RESPONSIBILITY**

BATH AREA FAMILY YMCA  
303 CENTRE ST.  
BATH, ME 04530  
207-443-4112

LANDING YMCA  
24 VENTURE AVE.  
BRUNSWICK, ME 04011  
207-844-2801

WWW.BATHYMCA.ORG

## Bath/Landing YMCA

### Project Graduation/Third Party Rentals (Full Building Rentals)

The Bath Area Family YMCA and Landing YMCA require third parties and external organizations or individuals to register programming prior to operation set forth in this policy. Third-party agreements will include, at minimum, language to address compliance with mandatory reporting, insurance requirements, screening procedures and individual background clearances, and consumer protection training.

Additionally, such entities or individuals that fall under this policy will be required to sign and adhere to the Bath Area Family YMCA and Landing YMCA's Code of Conduct related to participant safety.

Further, the organization will designate a person, committee, or department to oversee third-party compliance with the YMCA's abuse prevention policies.

Third parties may have high access to participants. Therefore, at a minimum, third parties must be required to include or adhere to the following items as part of their contractual agreement with the organization:

#### **Code of Conduct**

- Require third parties to review and sign the YMCA's Code of Conduct for working with participants.

#### **Defense and Indemnity for Sexual Misconduct**

- Require third parties to defend and indemnify the YMCA for claims stemming from sexual misconduct.

#### **Insurance**

- Name third parties as additional insurers on any applicable insurance policy (including sexual abuse and misconduct policy).

#### **Screening**

- Require third parties to adhere to our YMCA's criminal background screening practices including multi-state criminal background checks and sex offender registry checks.

#### **Training:**

- Require all individuals responsible for participants have received some minimal abuse preventions training (which can include the identification, prevention, and reporting of sexual abuse).

#### **Supervision Procedures for Monitoring**

- Third parties must have defined supervision procedures in place for monitoring their program participants (i.e., adult to participant ratios and management of high-risk activities and locations). For joint events, clearly delineate supervision responsibilities between the organization and the third parties.
- Conduct scheduled and random observations of activities and programs to ensure third parties and facility renters are following procedures during the use of organizational facilities.

#### **Reporting**

- Ensure third parties and facility renters understand and provide written acknowledgement of both the internal and external reporting requirements of the YMCA.
- Require third parties and facility renters to report policy violations and incidents or allegations of sexual misconduct back to the YMCA, and to follow mandated reporting requirements.



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**Responsibility for Damage/Cleanup**

- The individual responsible for the group will be responsible for all damage to the facility, equipment, and/or responsible for cleanup of special decorations. Tape, paint, and tacks are not to be used anywhere throughout the building. The party room and kitchen are expected to be cleaned up after use and parties are expected to be ready to leave when their allotted time is up.

**Project Graduation Information**

- Fees:
  - \$550 per hour
  - Minimum of 5 hours
  - \$500 non-refundable deposit due upon registration
- Rental does not include the fitness room, aerobics room, men’s, or women’s locker rooms.
  - Boy’s/Girl’s locker rooms available.
- Reservations for a full building rental must be made at least two weeks in advance and be accompanied by full payment and a completed rental agreement.
- To be approved and use our facilities all paperwork must be filled out and guidelines read.

**Program Rental Information**

Contact Person: \_\_\_\_\_ Agency/Organization: \_\_\_\_\_  
 Primary Phone: \_\_\_\_\_ Email: \_\_\_\_\_  
 Address: \_\_\_\_\_ Town: \_\_\_\_\_ Zip: \_\_\_\_\_

Date of Event: \_\_\_\_\_  
 Event/Activity: \_\_\_\_\_  
 Number Expected: \_\_\_\_\_  
 Start Time: \_\_\_\_\_ End Time: \_\_\_\_\_

Insurance Carrier & policy number: \_\_\_\_\_  
 Approved: \_\_\_\_\_  
 Date: \_\_\_\_\_  
 Denied: \_\_\_\_\_  
 Date: \_\_\_\_\_  
 Reason: \_\_\_\_\_

I have read and understand all the rules and agree to be responsible for the above party/group:

User Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Director Signature: \_\_\_\_\_ Date: \_\_\_\_\_



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### Use of Facilities & Premises Agreement

This Use of Facilities and Premises Agreement is between Bath Area Family YMCA/Landing Y and \_\_\_\_\_ (User). The Agreement provides for facility rental use of \_\_\_\_\_ for an initial time and date of \_\_\_\_\_. In exchange for the use of Organization's facilities and premises for the purposes outlined above. User agrees to pay to Organization \_\_\_\_\_ (Fee/Rate).

IN CONSIDERATION of being permitted to utilize Organization's facilities and premises for rental purposes, and FOR PAYMENT of the above cited use fees, User, for itself and all its officers, directors, employees, agents, representatives, and invitees, agrees and represents that it has or will inspect and carefully evaluate such facilities and premises prior to use. It is further warranted that use of Organization's facilities and premises for rental by User constitutes an acknowledgement that such premises and all facilities and equipment thereon have been inspected and carefully evaluated and that User finds and accepts same as being safe and reasonably suited for the purpose, use, or participation.

IN FURTHER CONSIDERATION OF BEING PERMITTED TO ENTER ORGANIZATION FACILITIES OR PREMISES FOR ANY PURPOSE CONSISTENT WITH THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO EVALUATION OR USE OF FACILITIES OR EQUIPMENT, USER HEREBY AGREES TO THE FOLLOWING:

1. USER HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE Organization, its directors, officers, employees, volunteers, agents and representatives ("Releasees") from all liability to User, its officers, directors, employees, agents, representatives, assigns, invitees, heirs, and next of kin for any loss or damage, and any claim or demands therefor on account of injury to person or property or resulting in death of User, whether caused by the negligence of Releasees or otherwise while User or its employees, invitees, agents, or representatives are in, upon, or about the premises or using any facilities or equipment therein.
2. USER HEREBY AGREES TO INDEMNIFY, DEFEND, SAVE, AND HOLD HARMLESS Releasees and each of them from any losses, liabilities, damages, costs, suits or demands they may incur arising from User's operations at Organization's premises, including but not limited to use of Organization's equipment, premises, or facilities, regardless of whether such harm is caused by the sole or partial fault of Releasees.
3. USER HEREBY ASSUMES FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH, OR PROPERTY DAMAGE that may be incurred arising from User's operations at Organization's premises, including but not limited to use of Organization's equipment, premises, or facilities, regardless of whether such harm is due to the sole or partial fault of Releasees.

USER further expressly agrees that the forgoing RELEASE, WAIVER, AND INDEMNITY AGREEMENT is intended to be as broad and inclusive as is permitted by the law of the State of Maine and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

IT IS FURTHER MUTUALLY AGREED between the parties that:

- (a) User shall not violate any city, county, state, or federal law, ordinance, or regulation in or about said premises.
- (b) User shall not assign this agreement without written consent of Organization.
- (c) User shall provide certificates of workers' compensation insurance and of general liability and automobile liability insurance with limits of \$1,000,000 that are updated annually and provide notice of cancellation.



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- (d) User shall name Organization as an additional insured on its general liability policy with annual verification and notice of cancellation.
- (e) This agreement may be terminated at any time by either party by giving the other party thirty (30) days prior written notice.
- (f) This agreement is the product of joint negotiation and drafting. No provision herein will be construed against either party on the basis that that party drafted the language in question.

USER HAS READ AND VOLUNTARILY SIGNS THE USE OF PREMISES AGREEMENT AND THE INCORPORATED RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT, and further agrees that no oral representations, statements, or inducement inconsistent with the foregoing written agreement have been made.

Director's Signature: \_\_\_\_\_

Director's Printed Name: \_\_\_\_\_

Date Signed: \_\_\_\_\_

User's Signature: \_\_\_\_\_

User's Printed Name: \_\_\_\_\_

Date Signed: \_\_\_\_\_